

# THE HONORABLE THOMAS O. RICE

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

KASSIDY WOODS,  
Plaintiff,

No. 2:22-CV-00160-TOR

## JOINT STATUS REPORT AND DISCOVERY PLAN

NICHOLAS ROLOVICH, in his  
individual capacity, and WASHINGTON  
STATE UNIVERSITY.

### Defendants.

Plaintiff Kassidy Woods and Defendants Nichols Rolovich and Washington

State University (the “Parties”), through their counsel, submit this Joint Status Report and Discovery Plan, pursuant to the Court’s Notice Settling Telephone

1 Scheduling Conference, dated October 3, 2022. And pursuant to Fed. R. Civ. P.  
2 26(f).  
3

4       1. **INTRODUCTION**  
5

6 **Plaintiff**  
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8           Mr. Woods, then a contract student athlete at Defendant WSU asserts causes  
9 of action for violations of his freedom of association rights as secured by the First  
10 Amendment, violations of his Equal Protection rights under the Fourteenth  
11 Amendment, breach of contract, and violations of Title VI of the Civil Rights Act of  
12 1964, §2000d et seq, prohibition against exclusion from participation in, denial of  
13 benefits of, and discrimination under federally assisted programs on the ground of  
14 race, color, or national origin..  
15

16           At the height of the COVID-19 pandemic, Defendants misled and enticed Mr.  
17 Woods to participate in the team's summer workouts, by ensuring that safety  
18 protocols were in place. Mr. Woods, carries the sickle cell trait which was an at risk  
19 condition. But such protocols were not in place and dozens of student-athletes were  
20 testing positive for COVID-19.  
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1       At the same several high-profile cases of police maltreatment and brutality  
2 against Black people in America were raising the consciousness of the country to  
3 the BLM movement. Within the Pac-12, of which Defendant WSU is a member, a  
4 coalition called “WeAreUnited” formed to bring light to the social and racial  
5 injustices faced by Black student-athletes. The group reportedly threatened to  
6 boycott the football season if certain demands were not met.  
7  
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10      When Mr. Woods told his coach about his concerns about COVID  
11 given his risk factors and made the decision to opt out of the 2020 season, Defendant  
12 Rolovich, asked Mr. Woods if he was a member of the #WeAreUnited group. Mr.  
13 Woods said yes. Defendant Rolovich then stated that opting out because of “the  
14 COVID stuff is one thing,” but that joining the #WeAreUnited group would change  
15 “how things go in the future for everybody, at least at our school.”  
16  
17

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19  
20      Mr. Woods was then retaliated against. Mr. Woods asserts causes of action  
21 for violations of his freedom of association rights as secured by the First  
22 Amendment, violations of his Equal Protection rights under the Fourteenth  
23 Amendment, breach of contract, and violations of Title VI of the Civil Rights Act of  
24 1964.  
25  
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1  
2 **Defendants**  
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4 Defendants defends on the basis of the Eleventh Amendment, Qualified  
5 Immunity, failure to state a claim and set off. With regard to the narrative presented  
6 by Woods, the Defendants submit that, following discovery, the facts will reveal that  
7 no factual basis exists to support the causes of action Woods has brought.  
8 Specifically, the Defendants deny that Wood's First Amendment or Equal Protection  
9 rights were violated. Further, the Defendants deny that the actions of WSU and/or  
10 Mr. Rolovich breached any alleged contract or violated Title VI of the Civil Rights  
11 Act of 1964, §2000d et seq.  
12  
13

14  
15 **2. SUMMARY OF RULE 26(F) CONFERENCE**

16 Pursuant to the Court's Notice Setting Telephonic Scheduling Conference, the  
17 Parties held a Rule 26(f) conference on October 31, 2022. The Parties provide the  
18 following summary of the proposals and agreements reached therein:  
19  
20

21 **A. Jurisdiction, Venue, Standing**  
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23 The Parties agree that jurisdiction and venue are properly before this Court  
24 and that standing for the claims asserted in this matter is likewise proper.  
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1           **B. Service of Process on Parties not Served yet**

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3           The Parties agree that all parties to this action have been served and further  
 4 agree that the deadline for joining additional parties should be set as ordered by the  
 5 court.

6

7           **C. Claims and Defenses**

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9           Plaintiff brings his claims pursuant to 42 U.S.C. § 1983 and seeks damages to  
 10 remedy violations of rights secured by First Amendment to the United States  
 11 Constitution, the Fourteenth Amendment to the United States Constitution, and Title  
 12 VI of the Civil Rights act of 1964.

13

14           Defendants deny all claims. Defendant affirmatively asserts, among other  
 15 defenses: Failure to State a Claim, that the Plaintiff has failed to state a claim upon  
 16 which relief may be granted to the extent the Plaintiff brings and 42 U.S.C § 1983  
 17 claim against WSU, an agency of the State of Washington. Setoff, the Defendants  
 18 are entitled to an offset from any awards to Plaintiff herein and/or recovery of back  
 19 monies paid to Plaintiff. Eleventh Amendment Immunity, that the Defendant State  
 20 of Washington, its agencies and agents sued in their official capacity, are not subject  
 21 to civil suit for damages under the Eleventh Amendment of the Constitution of the  
 22 Untied States. Qualified Immunity, that the claims alleged under 42 U.S.C § 1983  
 23 against state employees are barred by the doctrine of qualified immunity.

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2  
**D. Statute Constitutionality**

3  
4 N/A  
5

6  
**E. Issues to Be Certified to the Washington State Supreme Court**

7 The Parties are not presently aware of any issue that may be certified to the  
8 Washington State Supreme Court, but reserve the right to ask the Court to do so.  
9

10  
**F. Additional Parties, Amending Pleadings**

11 At present, the Parties do not anticipate joining additional parties.  
12

13 The Parties agree that the deadline for amending pleadings should be  
14 120-days from today.  
15

16  
**G. Corporate Parties**

17 This case does not involve corporate parties.  
18

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**H. Beneficial Interests**

20 This case does not involve a beneficial interest claim of a minor or  
21 incompetent that requires appointment of a Guardian ad litem.  
22  
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1       **I. Discovery Plan**

2           1. Initial Disclosures

3           The Parties agree to exchange expert disclosures as follows:

- 4
- 5           • Plaintiff's disclosure as ordered by the court.
- 6
- 7           • Defendants' disclosures as ordered by the court.
- 8
- 9           • Rebuttal disclosures as ordered by the court.

10          2. Subjects, Timing, and Potential Phasing of Discovery

11           a. Discovery Subjects

12           The subjects of discovery will include the claims and defenses asserted, as  
13 well as alleged damages. Defendants anticipates seeking discovery information  
14 regarding the claims and defenses. Plaintiff anticipates seeking discovery of  
15 information regarding the claims and defenses, including but not limited to emails,  
16 and other written memorandum.

17           b. Discovery Management/Electronically Stored Information

18           The Parties intend to efficiently manage the discovery process within the  
19 limitations set forth in the Federal Rules of Civil Procedure and Local Rules. They  
20 do not anticipate any issues regarding disclosure or discovery of electronically stored  
21 information.

22           c. Discovery Completion

1       The Parties anticipate that non-expert discovery can be completed by  
2 November 1, 2023.  
3

4       The Parties anticipate that expert discovery can be completed by November  
5 1, 2023.  
6

7           3.      Privilege Issues

8       The anticipated discovery may result in claims of privilege and/or other  
9 protections from discovery. The Parties will attempt to resolve any privilege issues  
10 among themselves before seeking Court intervention.

12           4.      Discovery Limitations

14       The Parties agree that the presumptive limits on discovery under the Federal  
15 Rules of Civil Procedure and Local Civil Rules should not be altered at this time.  
16 The Parties nonetheless reserve the right to later seek relief from those limitations.

18           5.      Discovery Orders

20       The Parties do not anticipate the need for additional discovery-related orders  
21 at this time. The Parties nonetheless reserve the right to later seek additional orders  
22 related to discovery.

24           **J.      Anticipated Motions**

26       Defendants intend to bring MSJ

1       **K. Trial**

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3       1. A jury demand was filed with the complaint.

4

5       2. Trial Date and Location

6       This case will be ready for trial on or after April 2024.

7       Location of trial U.S. District Court in Spokane, WA.

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9       3. Length of Trial

10      The Parties anticipate that trial in this matter will take approximately 15 trial  
11      days.

12

13      4. Bifurcation

14

15      The parties do not anticipate bifurcation at this time but reserve the right to  
16      request bifurcation if appropriate.

17

18      5. Special Audio/Visual Courtroom Technology

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20      Parties may bring screens and projectors to help prosecute his case if the court  
21      does not supply them.

1       **L. Prospects for Settlement**

2                  The Parties agree to engage in alternative dispute resolution on or before  
3                  February 1, 2024 if appropriate based on the facts of the case.

5       **M. Other Matters**

6                  At this time, there are no other matters for the Court to address.

7                  Dated: November 8, 2022

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10                  STRITMATTER KESSLER KOEHLER MOORE

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12                  \_\_\_\_\_  
13                  /s Karen Koehler  
14                  Karen Koehler, WSBA #15325

15                  Counsel for Plaintiff

16  
17                  TOWNS LAW FIRM, P.C.

18                  \_\_\_\_\_  
19                  /s Cody L. Towns  
20                  Cody L. Towns, *pro hac vice*  
21                  Texas Bar No. 24034713

22                  Counsel for Plaintiff

1 ROBERT W. FERGUSON  
2 Attorney General

3 /s Garth Ahearn  
4 Carl P. Warring, WSBA #27164  
Garth A. Ahearn, WSBA #29840  
Assistant Attorneys General

5 Counsel for Defendants

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## **CERTIFICATE OF SERVICE**

I certify under penalty of perjury that on November 8, 2022, I caused to be electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send a notification of the filing to the email addresses indicated on the Court's Electronic Mail Notice List.

Dated: November 8, 2022

s/ **Rory Larson**

## Rory Larson, Paralegal